

LLORCA & HAHN LLP  
Attorneys for Petitioner  
ALLIED CHEMICAL CARRIERS, LLC  
8 Watering Lane  
Norwalk, CT 06850-4418  
(203) 642-7321

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X	
ALLIED CHEMICAL CARRIERS LLC,	:
	:
Petitioner,	:
	:
-against-	:
	:
NATIONAL BIOFUELS L.L.P.	:
	:
Respondent.	:
-----X	

08 Civ. 5376 (LTS)

**MEMORANDUM IN SUPPORT OF PETITIONER'S MOTION AND  
APPLICATION TO CONFIRM ARBITRATION AWARDS AND  
ENTER JUDGEMENT THEREON**

**STATEMENT**

This memorandum is submitted on behalf of Petitioner, ALLIED CHEMICAL CARRIERS LLC ("Allied"), in support of Petitioner's motion and application to confirm the arbitration awards dated April 30, 2008 in each of which three arbitrators unanimously held that Petitioner was entitled to recover from Respondent NATIONAL BIOFUELS LLP, (also doing business as National Biofuels LP and Natioanl Biofuels LLC, collectively "National Biofuels") Petitioner's demurrage amounts, berth chargers, arbitrator's fees, legal fees and costs in the total amount of \$124,466.56, plus interest.

**FACTS**

The facts of this matter are more fully set forth in the affidavit of Manuel R. Llorca dated August 16, 2008 ("Llorca Affidavit"), also made part of the Motion herein.

Petitioner, Allied, as owner of the M/T FAIRCHEM COLT, entered into an Association of Ship Brokers & Agents 1977 Tanker Voyage Charter Party form, or ASBATANKVOY charter party, with Respondent, National Biofuels, as charterer on January 11, 2007 for a voyage from Los Angeles/Long Beach to Rotterdam, commencing February 2007 carrying a part cargo of 10,000-13,000 MT fatty acid methyl ester.

Additionally, Petitioner, Allied, as owner of the M/T FAIRCHEM STEED, entered into a separate ASBATANKVOY charter party with Respondent, National Biofuels, as charterer on March 28, 2007 for a voyage from Los Angeles/Long Beach to Amsterdam/Rotterdam/Antwerp, commencing April 2007 carrying a part cargo of 8,000-11,000 MT biodiesel (fatty acid methyl ester).

Various sums were due to Petitioner from Respondent as a result of the voyages in question, and were never paid. As described in the Llorca Affidavit and its exhibits, an arbitration was commenced under each charter party and Petitioner received two awards, totaling \$124,466.56. Petitioner now seeks to confirm these awards.

### **ARGUMENT**

#### **ALLIED IS ENTITLED TO AN ORDER CONFIRMING THE ARBITRATORS' FINAL AWARDS AGAINST NATIONAL BIOFUELS**

Petitioner, Allied, is entitled to an order confirming both final arbitration awards dated April 30, 2008, pursuant to Section 9 of the United States Arbitration Act, 9 U.S.C. §1 *et seq.* (the "Act"), which provides as follows:

If the parties in their agreement have agreed that a judgment of the court shall be entered upon the award made pursuant to the arbitration, and shall specify the court, then at any time within one year after the award is made any party to the arbitration may apply to the court so specified for an order confirming the award,

and thereupon the court must grant such an order unless the award is vacated, modified, or corrected as prescribed in sections 10 and 11 of this title. If no court is specified in the agreement of the parties, then such application may be made to the United States court in and for the district within which such award was made. Notice of the application shall be served upon the adverse party, and thereupon the court shall have jurisdiction of such party as though he had appeared generally in the proceeding

In the present case, the parties agreed in the arbitration agreement contained in the charter party that "judgment may be entered upon any award made hereunder in any Court having jurisdiction in the premises," thus satisfying the requirements of Section 9. As the arbitration agreement does not specify the court, and the Final Awards were made in New York City, this Honorable Court is the proper venue for Petitioner's motion.

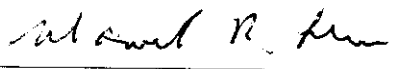
Generally, to be subject to judicial confirmation, an arbitral award must "...resolve all the issues submitted to arbitration, and determine each issue fully so that no further litigation is necessary to finalize the obligations of the parties under the Award." *Eurolines Shipping Co. v. Metal Transport Corp.*, 491 F. Supp. 590, 592 (S.D.N.Y. 1980), citing *Puerto Rico Maritime Shipping authority (PRMSA) v. Star Lines Ltd.*, 454 F. Supp. 368, 372 (S.D.N.Y. 1978). The Awards submitted for confirmation in this case are final awards, and are therefore subject to judicial confirmation.

Under Sections 10 and 11 of the Act, Respondent National Biofuels had three months from the date of the final award, April 30, 2008, to file a motion in the U.S. District Court to vacate, modify or correct the awards. Respondent has failed to move on any of these grounds within the prescribed period. Moreover, Respondent's failure to comply with the awards, by paying Petitioner the amounts due, and failing to pay outstanding arbitrators' fees and legal fees as permitted by the arbitration agreement and as required by the awards, have forced Respondent to pay the outstanding fees to the arbitrators and to incur additional legal expenses to collect the

awards. Accordingly, the Court should confirm both awards as against National Biofuels, and enter judgment thereon.

Dated: Norwalk, CT  
August 18, 2008

LLORCA & HAHN LLP  
Attorneys for Petitioner  
ALLIED CHEMICAL CARRIERS LLC

By:   
Manuel R. Llorca (ML 4034)  
8 Watering Lane  
Norwalk, CT 06850  
203 642 7321

To: National Biofuels LLP (d/b/a National Biofuels LP; d/b/a National Biofuels LLC)  
Att: G.P. Manalac, CEO  
c/o Fulcrum Power Services, LLC  
5120 Woodway, Suite 10010  
Houston, TX 77056  
713 297 4500

National Biofuels LLP (d/b/a National Biofuels LP; d/b/a National Biofuels LLC)  
Att: G.P. Manalac, CEO and Registered Agent  
5120 Woodway, Suite 10010  
Houston, TX 77056  
713 297 4500

National Biofuels LLP (d/b/a National Biofuels LP; d/b/a National Biofuels LLC)  
c/o G.P. Manalac, Registered Agent  
3708 Albans Road  
Houston, TX 77005-2002